



GENERAL TERMS AND CONDITIONS

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1. GENERAL TERMS AND CONDITIONS
 - 1 APPLICATION AND VALIDITY
 - 1.1 These general terms and conditions of sale and delivery ("General Terms and Conditions") will be considered an integral part of all offers and agreements for the provision of Cibicom A/S's ("Cibicom") services, unless expressly derogated from by other written agreement between Cibicom and the customer (collectively referred to as "the Parties").
 - 1.2 The customer's statement of special or general terms and conditions in tender documents, orders, acceptances, conditions of sale i.e. is not regarded as a derogation from the General Terms and Conditions, unless Cibicom expressly consents to this in writing.
 - 1.3 The General Terms and Conditions replace all of Cibicom's previous terms of sale and delivery.
 2. ANNEXES AND PRECEDENCE
 - 2.1 In case of inconsistencies between the contents of the Product Specifications, the SLA and the General Terms and Conditions, the provisions of the Product Specifications and then the General Terms and Conditions and the SLA take precedence, unless otherwise specifically agreed.
 3. DEFINITIONS
 - 3.1 Terms defined in the Product Specifications also apply as defined terms in these General Terms and Conditions.
 - 3.2 The definitions given apply regardless of the grammatical inflection in which the defined terms are used.
 - 3.3 **The Agreement** includes the Signature Page, Product Specifications, SLA, Conditions and Prices.
 - 3.4 **Working Day** means Monday to Friday, except public holidays, 24 December, 31 December and Constitution Day (5 June).
 - 3.5 **Day** means calendar day.
 - 3.6 **Set-Up Fee** means the payment for starting up the Services.
 - 3.7 **Party** means Cibicom or the customer.
 - 3.8 **Product Specifications** mean the specific product terms and related annexes that apply to the specific services.
 - 3.9 **Prices** mean the payment for the Services specified in the Product Specifications.
 - 3.10 **Services** mean the agreed services specified in the Product Specifications.
 - 3.11 **Service Level Agreement (SLA)** is a document describing the services that Cibicom is obliged to provide to the customer.
 4. SERVICES
 - 4.1 Cibicom must provide the agreed Services.
 - 4.2 The provision of the Services is at all times subject to the customer meeting his obligations under the Agreement. Cibicom is not liable for any errors or deficiencies in the Services caused by circumstances for which the customer is responsible.
 - 4.3 Unless otherwise expressly agreed, any indication of delivery times is an expression of the expected delivery time that Cibicom will, to the best of its ability, try to meet, without a delay however, are constituting a breach of the Agreement.
 5. CHANGES TO THE SERVICES
 - 5.1 Both Parties may request changes to the Services in accordance with the guidelines set out below.
 - 5.2 Pending acceptance of a change by both parties, Cibicom must, unless otherwise agreed in writing, continue to fulfil its obligations under the Agreement as if the change request in question has not been made.
 - 5.3 Neither Party is bound by a change request, until the requested change has been accepted by both parties.
 - 5.4 Changes due to legal requirements must always be accepted.
 - 5.5 The implementation of changes will not otherwise result in any change in the terms and conditions of the Agreement, unless expressly agreed in writing between the Parties.
 - 5.6 All change requests and their acceptance must be in written form.
 - 5.7 Customer's change requests
 - 5.7.1 The customer may, through a written change request, request that Cibicom make a change to one or more of the Services and their provision.
 - 5.7.2 Cibicom must, as soon as possible and usually within ten working days of receiving the customer's change request, actively refuse the change request or prepare an estimate of the expected costs of preparing a proposed solution. The estimate in question must be based on the expected time spent and Cibicom's hourly rates stated in the Product Specifications. The estimate is sent to the customer for approval. If the proposed solution subsequently prepared is accepted, Cibicom's fee – if any – for preparing the proposed solution will be cancelled.
 - 5.7.3 On receipt of the customer's approval of the estimate, Cibicom must start work on the proposed solution and present the proposed solution to the customer within a reasonable time. The proposed solution must include a detailed description of the solution, the price of the solution and other consequences. The proposed solution must form the basis for the Parties' decision to accept a change request.
 - 5.7.4 Cibicom has the right, but not the obligation, to comply with a change request from the customer. If Cibicom demonstrates in the proposed solution that the change cannot be implemented due to technical, functional or other reasons, Cibicom may refuse to comply with the change request.
 - 5.7.5 If a proposed solution is not accepted by the customer, or if Cibicom demonstrates in accordance with clause 5.7.4 that the change cannot be implemented, Cibicom may charge a reasonable fee covering the preparation of the proposal. The fee must be calculated on the basis of time spent and at Cibicom's current hourly rates.
 - 5.8 Cibicom's change requests

- 5.8.1 If Cibicom wishes to make changes to the Services or their provision, Cibicom must submit a written change request to the customer. The change request must contain a detailed description of the proposed change, including any consequences.
- 5.8.2 Without undue delay and usually within ten Working Days of receipt of the request, the customer must inform Cibicom whether the customer can accept the change request.
- 5.8.3 The customer must accept any changes which, based on Cibicom's reasonable assessment, are beneficial to the Services and their provision, always provided that (i) the customer's rights and obligations under the Agreement are not adversely affected, (ii) there are no adverse consequences for the customer in connection with the customer's compliance with current legislation, and (iii) there is no increase in the Set-Up Fee or the annual Service Charge.
- 5.8.4 Notwithstanding the foregoing, Cibicom will have the right, without a change request to the customer, to maintain, optimise, modify, improve etc. its infrastructure and the provision of the Services, provided that such acts (i) do not adversely affect the customer's rights and obligations under the Agreement, (ii) have no adverse effect on the customer in connection with the customer's compliance with current legislation, and (iii) do not increase the Set-Up Fee or the annual Service Charge.
6. PERIOD OF AGREEMENT
- 6.1 The Agreement will enter into force when signed by both Parties. The period of agreement appears from the Signature Page and will apply from delivery; cf. clause 10.4.
- 6.2 If the Agreement consists of part deliveries, they will have individual delivery dates and thus individual expiry dates.
7. TERMINATION AND RENEWAL OF THE AGREEMENT
- 7.1 The agreement is non-terminable in the period of agreement, with the exception of matters governed by clause 14 "Termination for cause".
- 7.2 The agreement is automatically renewed for 12 months at a time, unless otherwise agreed in the Agreement or the Agreement is terminated in writing with a notice before the expiry of the Agreement of current month + three months.
- 7.3 Cibicom may terminate the Contract, or parts thereof, at any time, with 6 months' notice.
8. SET-UP FEE AND PRICES
- 8.1 The Set-Up Fee and Prices for the Services are stated in the Agreement.
- 8.2 All Prices are stated excluding VAT, other taxes, customs duties, fees etc.
9. PRICE ADJUSTMENT AND TERMS OF PAYMENT
- 9.1 Prices are indexed annually at 1 January by the increase in the net price index as published by Statistics Denmark on 1 October of the preceding year.
- 9.2 The Set-Up Fee is paid at the time of the conclusion of the Agreement, the due date for payment being invoice date plus 30 days.
- 9.3 Cibicom's terms of payment are prepayment of Prices for the agreed period for payment on the invoice date plus 30 days. The first payment of the Service Charge is at the time of the conclusion of the Agreement and will cover the period from the start date of the Agreement until the second monthly or quarterly payment, depending on the frequency of payment selected. The Service Charge will then fall due for payment on the first day of the month in case of monthly payments and on 1 January, 1 April, 1 July and 1 October in case of quarterly payments.
- 9.4 Cibicom invoices work monthly in arrears on the basis of time spent and with payment as per account rendered on the basis of actual time spent according to the hourly rates. The time of payment is invoice date plus 30 days. Any travel time is settled as actual time spent travelling. For work outside the hours of 08.00 – 16.00 on Working Days, a 100% surcharge on hourly rates is charged. For on-call services outside the hours of 08:00 – 16:00, an on-call fee is also charged.
- 9.5 Cibicom invoices metered Services, including electricity, according to an actual reading and monthly in arrears. The time of payment is invoice date plus 30 days.
- 9.6 Cibicom reserves the right to change the metered kWh price on the basis of changes in the market price of electricity, changes in taxes or other matters beyond Cibicom's control.
- 9.7 Expenses for travel, accommodation and meals are settled at actual documented cost prices, as well as an administrative fee of 10%.
- 9.8 Other costs related to performing tasks for customers – including expenses for materials and/or other external expenses, use of special software and driving with a measuring vehicle – are invoiced separately with an administrative fee of 5%.
- 9.9 In case of late payment, default interest will be added from the due date at the default interest rate laid down in the Danish Interest Act.
- 9.10 Invoices are sent to the email address provided by the customer or by electronic invoice (if the EAN number has been provided). Invoices to be sent by letter cost DKK 75 per invoice.
- 9.11 Purchase order number and/or other billing data must be stated in the Agreement. For subsequent changes/additions, an administrative fee of DKK 1,000 will be charged.
- 9.12 Cibicom reserves the right to stop delivery if the customer does not comply with the terms of payment. At least one prior notice will be sent.
- 9.13 Cibicom will charge a fee of DKK 5,000 for reopening a Service or a connection.
- 9.14 In case subcontractors are used, any fees or unforeseen costs will be re-invoiced to the customer with the addition of an administrative fee of DKK 2,500.
- 9.15 Cibicom reserves the right to impose an administrative fee of DKK 1,000 on the customer for the transfer of the Agreement to a new CVR number.
- 9.16 In case the customer wants to cancel the order one location after the access line has been ordered at our subcontractor Cibicom will charge a fee of DKK 5,000 in addition to any subcontractor's cost.
10. TERMS OF DELIVERY
- 10.1 The time of delivery for each Service is defined in the Product Specifications, unless otherwise stated in the Agreement.
- 10.2 The delivery date may be before the time of delivery stated in the Product Specification.
- 10.3 Any Agreement that includes more than one Service may be divided into part deliveries.

- 10.4 Delivery has taken place when the Service has been performed/commissioned and the ready for service document, prepared by Cibicom, has been forwarded to the customer. Commissioning or implementation will only be carried out during normal working hours. If the customer wants commissioning or implementation outside of these hours, the customer will be invoiced for the actual number of hourly spent.
- 10.5 The installation date can be rebooked free of charge up to five Working Days before the installation date in connection with the creation or removal of a service provided by Cibicom. After that, Cibicom will charge a fee of DKK 1,500.
- 10.6 Support, in the form of change requests, can be provided on any weekday between 08.00 – 16.00. Support is only provided on the part of the customer's solution that belongs to Cibicom. All support is invoiced per hour or part of an hour. If travel is necessary to complete the task, travel time will be included in the total hour calculation. Materials consumption is settled separately.
- 10.7 In connection with a visit by a technician or scheduled work to be performed remotely, Cibicom may charge a fee of DKK 1,950 for futile travel or cancelled work. The fee is charged only if the customer cancels the planned work on the actual day of the work, if the installation location is not as described in the Product Specification, or if the technician does not meet anyone at the address who can give Cibicom access to the installation location.
- 10.8 In connection with error correction, Cibicom can charge a fee for unjustified error correction of DKK 1,950. The fee is charged if it turns out that the cause of the error was caused by the Customer.
- 10.9 On termination of the Agreement, the customer must, within 14 days, take down and return Cibicom's equipment, which was delivered in connection with the Agreement. If the customer does not take down and return the equipment within 14 days, Cibicom will be entitled to perform this work and demand payment for it or invoice the customer a fee of DKK 5,000 for the equipment.
11. CUSTOMER'S OBLIGATIONS
- 11.1 The customer is obliged to make payments in accordance with clauses 8 and 9 above. Any breach of the customer's payment obligation is considered material.
- 11.2 The customer is responsible for compliance with the legislation that applies to the customer's business, including as regards the use of the Services.
- 11.3 The customer must ensure that the customer's equipment used in connection with the use of the Services is CE labelled in accordance with applicable rules and otherwise meets the requirements of any legislation in force from time to time. If the customer's equipment causes interference in connection with Cibicom's provision of the Services, the customer is obliged to immediately disconnect the interfering equipment and generally take any other appropriate countermeasures. If the customer does not comply with the above, Cibicom reserves the right to cut off the customer's connection to Cibicom's network. At Cibicom's request, the customer must provide any information about the customer's connected equipment that Cibicom may find necessary to meet its obligations to both the customer and other customers.
- 11.4 The customer must at all times indemnify Cibicom for expenses, costs or losses caused by the customer's failure to fulfil its obligations, including the obligations set forth in the Product Specifications.
12. LIABILITY AND LIMITATION OF LIABILITY
- 12.1 Where nothing else is provided for in the Agreement, each Party may at any time complain and exercise remedies for breach of contract against the other Party in accordance with the general rules of Danish law.
- 12.2 If the customer finds that Cibicom does not provide the Services as agreed, the customer must, without undue delay and no later than ten Working Days after the customer becomes or ought to have become aware of the breach, complain in writing to Cibicom and indicate specifically how the customer believes that Cibicom is in breach of the Agreement. Cibicom will try to remedy the breach within ten Working Days. The cure period is reckoned from the receipt of the customer's complaint and the specific indication of the breach. If Cibicom remedies a breach, the customer cannot exercise remedies for breach in relation to the breach complained of.
- 12.3 However, the customer will in no circumstances be entitled to make a claim against Cibicom later than 12 months after the defective Services were provided.
- 12.4 Cibicom's liability to the customer is limited to the customer's direct losses as a result of Cibicom's breach. Cibicom will in no case be liable for the customer's indirect loss, loss of profit, operating loss, loss of customers, program loss, consequential loss, loss of data or its restoration. The above applies regardless of whether Cibicom knew or ought to know about the loss.
- 12.5 Furthermore, Cibicom will not be liable for any loss incurred as a result of interruptions, disruptions or modifications to the Services or their provision that are deemed necessary for technical, maintenance or operational reasons or imposed by regulatory authorities.
- 12.6 In terms of value, Cibicom's total liability for breach of the Agreement is limited to an amount equivalent to one year's Service Charge. If the Agreement involves the payment of a Set-Up Fee, Cibicom's total liability for breach of the Agreement is limited in amount to 25% of the Set-Up Fee.
13. PRODUCT LIABILITY
- 13.1 Cibicom accepts product liability in accordance with the Danish Product Liability Act to the extent that this Act cannot be derogated from by agreement. Cibicom disclaims liability for product damage on any other basis.
14. TERMINATION FOR CAUSE
- 14.1 In the event of a Party's material breach of its obligations under the Agreement, the other Party is entitled to terminate the Agreement for cause.
- 14.2 However, the Agreement may not be terminated for cause until the non-breaching Party has sent a written notice to the Party in breach, asserting the breach and giving a period of 20 Working Days from receipt of the notice to remedy the breach and stating that the Agreement may be terminated from the expiry of the deadline if the deadline is not met. Where, due to the nature of the breach, it is not possible to remedy it, the Agreement may be terminated without notice.
- 14.3 Material breach is considered to have occurred in the following cases:
- 14.3.1 The customer does not meet his payment obligations in due time,
- 14.3.2 The customer interferes with Cibicom's equipment,
- 14.3.3 The customer connects his own equipment without having an express agreement with Cibicom to this effect,
- 14.3.4 Cibicom is prevented from accessing its own facilities, equipment and installations for error detection, operation, maintenance etc.

- 14.3.5 Bankruptcy of a Party if the bankrupt estate does not declare without undue delay, on the basis of a written communication from the other Party, that the estate affirms the Agreement,
- 14.3.6 The suspension of payments by a Party, the opening of negotiations for a composition or substantially reduced financial circumstances endangering the proper performance of the Agreement,
- 14.3.7 A Party's termination of the activities to which the Agreement relates, or the entry of other circumstances which seriously jeopardise the proper performance of the Agreement.
15. FORCE MAJEURE
- 15.1 A Party will not be liable for the non-performance of its obligations if the Party can demonstrate that this is due to an obstacle outside the Party's control and that, neither at the time of the conclusion of the Agreement nor subsequently, could the Party have taken the obstacle into account or avoided or overcome it or its consequences.
- 15.2 Force majeure includes the following events (the list is not exhaustive): war, civil war, rebellion, public restrictions, import or export bans or other public intervention, natural disasters, vandalism, theft, failing electricity or energy supply, breakdown of lines of communication, confiscation of funds, labour dispute, lockout and strike, matters caused by third parties in which a large number of end customers are affected, or any other similarly exceptional event beyond the Party's reasonable control.
- 15.3 The Party's obligations are suspended until the date on which the Party concerned is again able to fulfil its obligations.
16. SUBCONTRACTORS
- 16.1 Cibicom may use subcontractors to meet elements of Cibicom's obligations under the Agreement.
- 16.2 Cibicom is liable for the services provided by its subcontractors under the Agreement in exactly the same way as for its own services.
17. PERSONAL DATA – GDPR
- 17.1 To the extent that the customer and/or Cibicom are required under the Agreement to process personal data, a custom data processing agreement must be concluded.
18. CIBICOM CSR REQUIREMENTS
- 18.1 Cibicom complies with and requires the customer to observe and comply with the principles of the UN Global Compact on Human Rights, Labour, Environment and Anti-Corruption in the performance of the Agreement.
19. CONFIDENTIALITY
- 19.1 Information received by the Parties about each other in the course of the negotiations and implementation of the Agreement is considered confidential information and must not, without the consent of the Party providing the information, be used in any way other than contemplated in the Agreement or, for whatever purpose, disclosed to third parties, unless such information:
- A) is or becomes publicly available and this is not due to the disclosure of the information in breach of this obligation,
 - B) was demonstrably received by a Party from a third party who is lawfully in possession of the information and may have the information at its disposal,
 - C) is intended in the Agreement for possible or actual disclosure to third parties or must be disclosed in order to fulfil the Party's obligations under current legislation and other regulations to which the Party is subject (including but not limited to any existing information obligations under stock exchange legislation) or to comply with a specific court decision to that effect, or
 - D) is disclosed to the Party's auditor, legal adviser or others who are obliged by law or agreement or undertake to observe confidentiality.
- 19.2 Each Party is liable, on an objective basis, for the breach of the confidentiality obligation referred to in this clause by the Party's employees.
20. NOTICES
- 20.1 All notices between the Parties regarding matters arising out of the Agreement must be sent by ordinary letter or email to the attention of the chief executive officer.
- 20.2 Notices given under the Agreement take effect from the date on which the notice was received.
21. ASSIGNMENT OF RIGHTS AND OBLIGATIONS
- 21.1 The customer may, in whole or in part, assign his rights and/or obligations under the Agreement to third parties only with Cibicom's prior written consent, unless the assignment is part of an overall transfer of the customer's business or parts thereof to a company within the same group of which the customer is a part.
- 21.2 Cibicom is entitled, in whole or in part, to assign its rights and/or obligations under the Agreement to a third party.
22. AMENDED LEGISLATION ETC.
- 22.1 If one or more of the provisions of the Agreement are declared invalid or otherwise cannot be maintained as a result of mandatory legislation or subsequent amendments to the legislation or statutory requirements, the Parties agree that the Agreement will not be considered invalid or terminated in its entirety, and the Parties also agree to make such amendments to the Agreement as may be necessary or appropriate, and which, as far as possible, does not prejudice the legal relationship between the Parties, as expressed in the Agreement.
23. AMENDMENTS TO THE CONDITIONS
- 23.1 Cibicom reserves the right to change prices and terms in this contract, including technical specifications. In the event of significant changes customer must be notified 3-month prior by letter or e-mail (to address or e-mail provided by the customer). Minor changes may be implemented at any time without prior notice. Any new general terms and conditions of sale and delivery will replace the General Terms and Conditions with effect from the entry into force of the new terms and conditions.
24. DISPUTES
- 24.1 Any disputes regarding the understanding and performance of the Agreement are settled in accordance with Danish law.
- 24.2 Any irresolvable dispute arising out of the Agreement is settled by arbitration by the Institute of Arbitration in accordance with the rules adopted by the Institute of Arbitration, which apply at the commencement of the arbitration proceedings. The seat of the Arbitration Tribunal is Copenhagen, Denmark.